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9 **UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WASHINGTON**

10 MARSHA ROARK, a Washington
11 resident.

12 No.

13 Plaintiff,

14 v.
15 **COMPLAINT FOR
DAMAGES AND DEMAND
FOR JURY TRIAL**

16 BRIDGESTONE AMERICAS TIRE
OPERATIONS, L.L.C., a Foreign
Liability Corporation,

17 Defendant.

18 Plaintiff, MARSHA ROARK, by and through her undersigned counsel, for
19 her claims against Defendants, BRIDGESTONE AMERICAS TIRE
20 OPERATIONS, L.L.C., states and alleges as follows:
21

22 COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL - 1

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I. PARTIES

1. At all times material hereto, Plaintiff, MARSHA ROARK, was and is a resident of Spokane County, Washington and is otherwise *sui juris*.

2. At all times material hereto, Defendant, BRIDGESTONE AMERICAS TIRE OPERATIONS, L.L.C (hereinafter referred to as BRIDGESTONE), is a Delaware corporation with its principal place of business in the State of Tennessee located at 200 4th Avenue South, Suite 100, Nashville, TN 37201 which is authorized and operating its business in the State of Washington and has an agent or other representative in the State of Washington. Additionally, the Defendant, BRIDGESTONE, is engaged in the business of designing, manufacturing, distributing and/or selling tires, including a certain **FUZION TOURING P185/65 R14 86T**, bearing **DOT NUMBER IEEH CA1 2813**, herein after referred to as the “Subject Tire”.

II. JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this lawsuit pursuant to 28 U.S.C. §1332 as there is complete diversity between the plaintiff and the defendant. This Court has pendent jurisdiction over the state law claims. This is an action for damages in excess of SEVENTY-FIVE THOUSAND

1 DOLLARS (\$75,000.00), exclusive of costs and interests. Venue is proper in the
 2 Eastern District of Washington pursuant to 28 U.S.C. §1391.

3 **III. STATEMENT OF FACTS**

4 4. Prior to June 20, 2017, the Defendant, BRIDGESTONE, designed,
 5 manufactured, sold and/or placed the Subject Tire into the stream of commerce.
 6

7 5. On or about June 20, 2017, the Plaintiff, MARSHA ROARK,
 8 purchased a certain 2001 Dodge Neon bearing Vehicle Identification Number
 9 (VIN) 1B3ES46C31D182944, hereinafter referred to as the Subject Vehicle, from
 10 Rikki Bobbi Auto Sales upon which four (4) Fuzion Touring P185/65R14 tires,
 11 including the Subject Tire, were mounted on the Subject Vehicle. At the time of
 12 the Subject Vehicle was purchased, the Subject Tire was mounted on the driver's
 13 (left) front wheel position.

14 6. On the afternoon of June 25, 2017, Plaintiff, MARSHA ROARK, was
 15 operating the Subject Vehicle, upon which the Subject Tire was mounted on the
 16 driver's (left) front wheel position, on Pine City Malden Road in Whitman County,
 17 Washington. At said time and place, the integrity of the Subject Tire failed and
 18 the tread and outer steel belt of the Subject Tire separated from the tire, which
 19 caused the Subject Vehicle to become unstable, swerve and rotate counter-
 20 clockwise leaving the subject roadway and rolling over before coming to final rest.
 21

7. As a direct and proximate result of the tire failure and vehicle rollover, the Plaintiff, MARSHA ROARK, suffered serious and permanent injuries more fully described herein.

IV. FIRST CAUSE OF ACTION
Violation of Washington State Products Liability Act

8. Plaintiff hereby realleges and incorporates each and every allegation as set forth in paragraphs 1 through 7 herein.

9. Defendant BRIDGESTONE is liable to Plaintiff, pursuant to the Washington State Products Liability Law, RCW 7.72, et seq., for manufacturing a product unreasonably dangerous as designed and by failing to issue adequate warnings or instructions. At the time of its manufacture, and up to the date of the incident in this case, the Subject Tire was unsafe to an extent beyond that which would be contemplated by the ordinary consumer or user.

10. Defendant BRIDGESTONE is liable pursuant to the Washington State Products Liability Law, RCW 7.72, et seq., for manufacturing the Subject Tire involved in this incident as it knew at the time of its design and later as it received consumer's feedback, concerns and complaints of loss of control of vehicles. Specifically, Defendant, BRIDGESTONE, knew the design of the Subject Tire was defective and unreasonably dangerous because it did not incorporate available features to resist initiation and growth of separation between

1 the tire's internal components. The design of the Subject Tire was defective by
2 design in that it did not incorporate internal components with requisite fatigue
3 resistance to counter the constant centrifugal force incurred in normal and
4 foreseeable operation. The Subject Tire was defective by design in that the skim
5 stock rubber was defectively designed. Moreover, the skim stock was defective in
6 that it prevented bonding between the internal components, thus allowing for
7 unintended movement between the steel belts. Furthermore, the design of the
8 Subject Tire failed to incorporate a nylon cap ply and/or adequate belt wedge,
9 which would have reduced the propensity for a tread-belt separation.

10
11 11. Defendant BRIDGESTONE is additionally liable to plaintiff for its
12 failures and lack of compliance with RCW 7.72.030(1)(c) which states:
13

14 A product is not reasonably safe because adequate warnings or
15 instructions were not provided after the product was manufactured
16 where a manufacturer learned or where a reasonable prudent
17 manufacturer should have learned about a danger connected with the
18 product after it was manufactured. In such a case, the manufacturer
19 is under a duty to act with regard to issuing warnings or instructions
concerning the danger in the manner that a reasonably prudent
manufacturer would act in the same or similar circumstances. This
duty is satisfied if the manufacturer exercises reasonable care to
inform product users.

20 Defendants failed to exercise reasonable care to inform product users of
21 defects in the Subject Tire learned after it was manufactured.
22

1 12. The defective and unreasonably dangerous condition of the Subject
 2 Tire in one or more of the foregoing ways, was a substantial factor in causing
 3 Plaintiff MARSHA ROARK to suffer serious and permanent injuries as a direct
 4 and proximate result of the tire failure and vehicle rollover, which she will continue
 5 to suffer in the future.

6
 7 13. Because of the above injuries, Plaintiff MARSHA ROARK has
 8 required medical care, and she will continue to require medical care and services
 9 in the future, all in amounts to be determined at the time of trial.

10
 11 **V. SECOND CAUSE OF ACTION**
 Strict Liability

12 14. Plaintiff readopts and re-alleges Paragraphs 1 through 13, as fully as
 13 if said paragraphs were restated herein.

14 15. At all times material hereto, the Defendant, BRIDGESTONE,
 15 designed, manufactured, marketed, and placed into the stream of commerce the
 16 Subject Tire in a defective condition and was substantially unchanged from the
 17 time it was placed into the stream of commerce.

18 16. Plaintiff, MARSHA ROARK, alleges the Subject Tire was
 19 unreasonably dangerous when it left the possession of the Defendant,
 20 BRIDGESTONE. The Defendant, BRIDGESTONE, defectively designed,
 21 marketed and manufactured the Subject Tire, which rendered it unreasonably

1 dangerous for its intended and foreseeable use. The failure of the Subject Tire was
 2 a producing and proximate cause of the loss of control of the Subject Vehicle and
 3 the permanent injuries to the Plaintiff, MARSHA ROARK. This action is therefore
 4 brought under Sections 402(A) and 402(B) of the Restatement of Torts, Second.
 5

6 17. The design of the Subject Tire was defective and unreasonably
 7 dangerous because it did not incorporate available features to resist initiation and
 8 growth of separation between the tire's internal components. The design of the
 9 Subject Tire was defective by design in that it did not incorporate internal
 10 components with requisite fatigue resistance to counter the constant centrifugal
 11 force incurred in normal and foreseeable operation. The Subject Tire was defective
 12 by design in that the skim stock rubber was defectively designed. Moreover, the
 13 skim stock was defective in that it prevented bonding between the internal
 14 components, thus allowing for unintended movement between the steel belts.
 15 Furthermore, the design of the Subject Tire failed to incorporate a nylon cap ply
 16 and/or adequate belt wedge, which would have reduced the propensity for a tread-
 17 belt separation.
 18

19 18. As a result of the defective design of the Subject Tire including, but
 20 not limited to, the above identified defects, its tread and steel belt(s) could and did
 21 unexpectedly separate during the normal and foreseeable operation of the Subject
 22

1 Vehicle and Subject Tire. This propensity to suddenly and violently lose the tread-
 2 belt under normal and foreseeable conditions will cause the person operating the
 3 vehicle to lose total control, thus producing a catastrophic incident as is at issue in
 4 this Civil Action. Comparing the utility versus risk of harm, the Subject Tire as
 5 sold by the Defendant, BRIDGESTONE, was defective and unreasonably
 6 dangerous with regard to design. At the time the Subject Tire left the Defendant,
 7 BRIDGESTONE, control, there were safer alternative designs that would have
 8 prevented the permanent injuries of the Plaintiff, MARSHA ROARK. Such safer
 9 alternative designs would not have materially impaired the utility of the Subject
 10 Tire. Moreover, these alternative designs were economically and technologically
 11 feasible.

14 19. The Plaintiff, MARSHA ROARK, alleges that the Subject Tire was
 15 manufactured defectively in that it would lose its tread-belt under normal and
 16 foreseeable operating conditions. The Subject Tire was manufactured defectively
 17 in that the Subject Tire did not achieve full adhesion between its internal
 18 components. The manufacturing defect was a producing and proximate cause of
 19 the permanent injuries to the Plaintiff, MARSHA ROARK.

20 20. The Defendant, BRIDGESTONE, defectively marketed the Subject
 21 Tire. Defendant, BRIDGESTONE, failed to give adequate warnings of the Subject
 22

1 Tire's dangerous propensities. These dangers include, but are not limited to, the
 2 Subject Tire's propensity for tread-belt separation under normal and foreseeable
 3 operation and the dangers associated. This failure to warn and/or give adequate
 4 instructions rendered the Subject Tire unreasonably dangerous as marketed by
 5 Defendants. The marketing defects were a producing and proximate cause of this
 6 incident and the permanent injuries to the Plaintiff, MARSHA ROARK.

8 21. The Subject Tire was unreasonably dangerous and defective because
 9 of its design characteristics, lack of sufficient warnings, use of inappropriate
 10 materials, propensity to permit a separation between its component parts and the
 11 tire, manufacturing defects and/or processing defects.

12 22. The Subject Tire was not reasonably safe as designed at the time of
 13 manufacture because the likelihood that the defect in the Subject Tire which caused
 14 the tread to separate from the tire would cause injury to drivers of the vehicles
 15 similar to those in this case, and the seriousness and likelihood of injury
 16 outweighed the burden on the Defendant to design and manufacture a tire that
 17 would have prevented its component parts from separating and the tire suddenly
 18 and unexpectedly failing resulting in the loss of control of a vehicle.

20 23. The defects of design, manufacture, construction and lack of warnings
 21 alleged above failed to meet the specifications for the Subject Tire and rendered
 22

the Subject Tire unsafe to an extent beyond that which would be contemplated by an ordinary consumer, and therefore, rendered the Defendant, BRIDGESTONE, strictly liable for the permanent injuries suffered by the Plaintiff, MARSHA ROARK.

24. As a direct and proximate result of the Defendant, BRIDGESTONE, negligence, the Plaintiff, MARSHA ROARK, suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings and/or loss of the ability to earn money, and aggravation of previously existing condition. The losses are either permanent or continuing and the Plaintiff will suffer such losses in the future.

VI. THIRD CAUSE OF ACTION

Negligence

25. Plaintiff readopts and re-alleges Paragraphs 1 through 24, as fully as if said paragraphs were restated herein.

26. At all times material hereto, the Defendant, BRIDGESTONE, owed the Plaintiff, MARSHA ROARK, the duty to design, manufacture, assemble, supply and/or market their tires, including the Subject Tire, in such a manner and with the exercise of reasonable care, in a reasonably safe condition for use by the ordinary and reasonably prudent consumer and user.

1 27. At all times material hereto, the Defendant, BRIDGESTONE, had a
2 duty to warn consumers or intended users of the subject tire of defects which it
3 knew or should have known, in the exercise of ordinary care, existed in the Subject
4 Tire and which defects rendered the Subject Tire unreasonably dangerous to use.
5

6 28. The Defendant, BRIDGESTONE, breached its duty in various ways
7 including, but not limited to, one or more of the following negligent acts:

8 a. Negligently designed and/or manufactured the Subject Tire in
9 a manner that the Subject Tire's component parts could come apart and
10 separate leading to a catastrophic failure including, but not limited to,
11 designing and/or manufacturing the Subject Tire with a defect which
12 resulted in the lack of a permanent and/or adequate bond among the Subject
13 Tire's component parts resulting in the Subject Tire's propensity to separate
14 and otherwise catastrophically fail;

16 b. Negligently designed the Subject Tire without practical and
17 alternative feasible design features including, but not limited to, the use of
18 nylon reinforcement which would have prevented the Subject Tires tread
19 separation and the subject crash;

21 c. Negligently failed to make reasonable tests and/or inspections
22 of the Subject Tire to discover the defects in design and/or manufacture

1 including, but not limited to, the lack of a permanent and/or adequate bond
2 among the Subject Tire's component parts resulting in the Subject Tire's
3 propensity to separate and otherwise catastrophically fail;

4 d. Negligently failed to provide reasonable and adequate warning
5 to suppliers, consumers and users, including the Plaintiff, MARSHA
6 ROARK, that the Subject Tire's failure could lead to a loss of vehicle
7 control;

8 e. Negligently failed to provide reasonable and adequate
9 warnings to suppliers, consumers and users that the Subject Tire's failure
10 could result in the disintegration of the structural integrity of the Subject
11 Tire; and

12 f. Failing to manufacture the Subject Tire with properly bonded
13 components so that the integrity of the Subject Tire would be maintained
14 through the life of the Subject Tire during ordinary use.

15 29. At all times material, the Defendant, BRIDGESTONE, knew or
16 should have known that exposing users to the dangerous, defective and hazardous
17 conditions relating to the Subject Tire's propensity to separate and/or otherwise
18 fail would give rise to serious bodily injuries to such users, including the Plaintiff,
19 MARSHA ROARK.

30. At all times material hereto, the dangerous, hazardous and defective conditions described above in connection with the Subject Tire's tread to separate and/or detach from the tire were latent, and were not obvious to or discoverable by an ordinary and reasonably prudent consumer or user including the Plaintiff,
MARSHA ROARK.

31. At the time of the subject incident, the Subject Tire was being used by the Plaintiff, MARSHA ROARK, for the purpose the Subject Tire was manufactured and intended for.

32. As a direct and proximate result of the Defendant, BRIDGESTONE, negligence, the Plaintiff, MARSHA ROARK, suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings and/or loss of the ability to earn money, and aggravation of previously existing condition. The losses are either permanent or continuing and the Plaintiff will suffer such losses in the future.

VII. FOURTH CAUSE OF ACTION
Breach of Express Warranty

33. Plaintiff readopts and re-alleges Paragraphs 1 through 32, as fully as if said paragraphs were restated herein.

34. The Defendant, BRIDGESTONE, sold and/or placed the Subject Tire into the stream of commerce with an express warranty that when the Subject Tire was properly cared for and maintained, it would not suddenly and unexpectedly separate and/or de-tread.

35. At the time of the subject incident, the Subject Tire was not over-loaded and had minimal wear and yet, failed by separating and/or de-treading.

36. Such failure was the proximate cause of the subject incident and the permanent injuries suffered by the Plaintiff, MARSHA ROARK.

37. As a direct and proximate result of the Defendant, BRIDGESTONE, breach of express warranty, the Plaintiff, MARSHA ROARK, suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings and/or loss of the ability to earn money, and aggravation of previously existing condition. The losses are either permanent or continuing and the Plaintiff will suffer such losses in the future.

VIII. FIFTH CAUSE OF ACTION

Breach of Implied Warranty

38. Plaintiff readopts and re-alleges Paragraphs 1 through 37, as fully as if said paragraphs were restated herein.

1 39. The Defendant, BRIDGESTONE, sold the Subject Tire which was
2 unfit for merchantability.

3 40. The Defendant, BRIDGESTONE, impliedly warranted that the
4 Subject Tire was fit for its intended, foreseeable, and ordinary purpose and as such
5 was merchantable.

6 41. At all times material hereto, the Subject Tire was not fit for its
7 intended, foreseeable, and ordinary purpose and was thus not merchantable. The
8 Subject Tire was unreasonably dangerous because of its defects in design and
9 manufacture.

10 42. The Defendant, BRIDGESTONE, had actual knowledge, or
11 exercising reasonable care should have known that the Subject Tire was
12 unmerchantable and unfit for its intended, foreseeable and ordinary purpose
13 because of its propensity to lose its tread-belt.

14 43. The Defendant, BRIDGESTONE, knowledge of the defective
15 propensities of the failed tire constitutes a material breach of implied warranty.

16 44. As a direct and proximate result of the Defendant, BRIDGESTONE,
17 breach of implied warranty, the Plaintiff, MARSHA ROARK, suffered bodily
18 injury and resulting pain and suffering, disability, disfigurement, mental anguish,
19 loss of capacity for the enjoyment of life, expense of hospitalization, medical and
20
21
22

1 nursing care and treatment, loss of earnings and/or loss of the ability to earn money,
2 and aggravation of previously existing condition. The losses are either permanent
3 or continuing and the Plaintiff will suffer such losses in the future.
4

5 **IX. DAMAGES**

6 45. As a direct and proximate result of the breaches, misrepresentations
7 and negligence of defendants, plaintiff MARSHA ROARK has sustained general
8 and special damages including past and future medical expenses, future economic
9 loss, lost earning capacity, out-of-pocket expenses, pain and suffering, emotional
10 distress, disability, disfigurement, mental anguish and loss of enjoyment of life, all
11 in amounts to be proven at trial.
12

13 **X. JURY DEMAND**

14 46. A jury trial is requested.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, plaintiff prays for judgment against defendant for general
17 and special damages as follows:

18 1. For general and other damages, including damages for pain and
19 suffering, disability, disfigurement, mental anguish, anxiety and loss of enjoyment
20 of life, and aggravation of previously existing condition, all in amounts to be
21 proven at the time of trial;
22

2. For special damages including, but not limited to, past and future medical expenses, future economic loss, lost earning capacity, out-of-pocket expenses and such other special damages, all in amounts to be proven at the time of trial;

3. For prejudgment interest;

4. For plaintiff's costs and disbursements incurred herein; and

5. For such other and further relief, including punitive and/or exemplary damages as permitted by law (i.e. if the law changes) and/or the Court as the Court may deem just and equitable.

DATED this 6th day of February, 2020.

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